



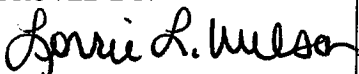
R/W MANUAL CHANGE

RWMC- 189



PROCEDURAL HANDBOOK
(1984 Edition)

RWPH-____-____-____
TRANSMITTAL#____

TITLE: UTILITY RELOCATIONS	APPROVED BY:  LORRIE L. WILSON	DATE ISSUED: MAY 12 2009 Page 1 of 3
SUBJECT AREA: CHAPTER 13 – UTILITY RELOCATIONS	ISSUING UNIT: OFFICE OF UTILITIES AND ORGANIZATIONAL DEVELOPMENT	
SUMMARY OF CHANGES: Revises Exhibits 13-EX-1, 13-EX-2, 13-EX-6, 13-EX-7, 13-EX-8, 13-EX-9, 13-EX-10, 13-EX-11, 13-EX-12, 13-EX-13, 13-EX-14, 13-EX-17, 13-EX-18, 13-EX-19, 13-EX-23, 13-EX-24, 13-EX-25, 13-EX-26, 13-EX-27, 13-EX-28, 13-EX-29, and 13-EX-30. Deletes Exhibits 13-EX-3, 13-EX-4, 13-EX-5, 13-EX-18A, 13-EX-18B, 13-EX-18C, 13-EX-18D, 13-EX-18E, 13-EX-18F, 13-EX-18G, 13-EX-18H, 13-EX-18I, 13-EX-18J, 13-EX-18K, 13-EX-18L, 13-EX-18M, and 13-EX-18N. Updates the Table of Contents for exhibits.		

PURPOSE

This manual change revises and deletes the following exhibits. It also updates the formatting and, where applicable, corrects any general typographical errors.

PROCEDURES

Exhibits

- | | |
|----------|---|
| 13-EX-1 | Revises "Utilities Reference Material." |
| 13-EX-2 | Changes title to "Right of Way Utility File Diary" and updates the exhibit. |
| 13-EX-3 | Deletes "Policy on High and Low Risk Underground Facilities within Highway Rights of Way." |
| 13-EX-4 | Deletes "CALTRANS Encroachment Policy and the Procedure for Getting Exceptions Approved." |
| 13-EX-5 | Deletes "R/W Utility Management System (RUMS)." |
| 13-EX-6 | Revises "R/W Utility Estimate Worksheet and R/W Data Sheet Instructions." |
| 13-EX-7 | Revises "Utilities on Structures Information Sheet." |
| 13-EX-8 | Revises "Utilities on Structures Information Letter to Owner" and converts from Metric to English system of units and measures. |
| 13-EX-9 | Revises "Relocation Claim Letter to Owner." |
| 13-EX-10 | Revises "Verification Letter to Owner." |

13-EX-11	Revises “No Conflicts” Letter to Owner.’
13-EX-12	Revises “Letter to Owner Requesting Positive Location.”
13-EX-13	Revises “Notice to Owner Transmittal Letter.”
13-EX-14	Revises “R/W Data Sheet Update Memo.”
13-EX-17	Revises “Liability in Dispute Utility Agreement Example.”
13-EX-18	Changes title to “Master Contracts” and revises exhibit.
13-EX-18A	Deletes “Master Agreement with: California-American Water Company.”
13-EX-18B	Deletes “Master Agreement with: California Water Service Company.”
13-EX-18C	Deletes “Master Agreement with: Carpinteria Water Company.”
13-EX-18D	Deletes “Master Agreement with: Continental Telephone Company.”
13-EX-18E	Deletes “Master Agreement with: Continental Telephone Company.”
13-EX-18F	Deletes “Master Agreement with: Pacific Telephone and Telegraph Company.”
13-EX-18G	Deletes “Master Agreement with: Pacific Gas and Electric Company.”
13-EX-18H	Deletes “Master Agreement with: San Jose Water Company.”
13-EX-18I	Deletes “Master Agreement with: Southern California Edison Company.”
13-EX-18J	Deletes “Master Agreement with: Southern California Edison Company.”
13-EX-18K	Deletes “Master Agreement with: Southern California Gas Company.”
13-EX-18L	Deletes “Contract with: Bureau of Reclamation – Central Valley Project.”
13-EX-18M	Deletes “Contract with: Bureau of Reclamation.”
13-EX-18N	Deletes “Agreement with: Department of Water Resources.”
13-EX-19	Revises “Prescriptive Rights Claim Letter.”
13-EX-23	Revises “Executed Utility Agreement Transmittal Letter.”
13-EX-24	Revises “Amendment to Utility Agreement Example.”
13-EX-25	Revises “Special Agreement Example.”
13-EX-26	Revises “R/W Utility Certification.”
13-EX-27	Revises “Typical Utility Owner Invoice Format.”
13-EX-28	Revises “Scope of Work (SOW).”
13-EX-29	Changes title to “Phase 4 Construction Utility Agreement – Billing Memo to Accounting (Estimate)” and revises exhibit.
13-EX-30	Changes title to “Cooperative Agreement Billing/Refund Memo to Accounting” and revises exhibit.

EFFECTIVE DATE

Immediately.

MANUAL IMPACT

- Remove the superseded pages and insert the attached pages in the Manual.
 - Record the action on the Revision Record.
-

REVISION SUMMARY

<u>Chapter</u>	<u>Remove Old Pages</u>	<u>Insert New/Revised Pages</u>
	Remove the following in its entirety:	Replace with the following in its entirety:
13 - Exhibits	Table of Contents REV 1/2009	Table of Contents REV 4/2009
	13-EX-1	13-EX-1 (REV 4/2009)
	13-EX-2	13-EX-2 (REV 4/2009)
	13-EX-3 - DELETE	-----
	13-EX-4 (Rev. 8/95) - DELETE	-----
	13-EX-5 - DELETE	-----
	13-EX-6 (Rev. 8/95)	13-EX-6 (REV 4/2009)
	13-6 Instructions	
	13-EX-7 (Rev. 6/99)	13-EX-7 (REV 4/2009)
	13-EX-8 (Rev. 8/95)	13-EX-8 (REV 4/2009)
	13-EX-9 (REV 1/2003)	13-EX-9 (REV 4/2009)
	13-EX-10 (Rev. 9/96)	13-EX-10 (REV 4/2009)
	13-EX-11	13-EX-11 (REV 4/2009)
	13-EX-12 (Rev. 9/96)	13-EX-12 (REV 4/2009)
	13-EX-13	13-EX-13 (REV 4/2009)
	13-EX-14 (Rev. 9/96)	13-EX-14 (REV 4/2009)
	13-EX-17 (9/96)	13-EX-17 (REV 4/2009)
	13-EX-18 (Rev. 9/96)	13-EX-18 (REV 4/2009)
	13-EX-18A (Rev. 9/96) - DELETE	-----
	13-EX-18B (Rev. 9/96) - DELETE	-----
	13-EX-18C (Rev. 9/96) - DELETE	-----
	13-EX-18D (Rev. 9/96) - DELETE	-----
	13-EX-18E (Rev. 9/96) - DELETE	-----
	13-EX-18F (Rev. 9/96) - DELETE	-----
	13-EX-18G (Rev. 9/96) - DELETE	-----
	13-EX-18H (Rev. 9/96) - DELETE	-----
	13-EX-18I (Rev. 9/96) - DELETE	-----
	13-EX-18J (Rev. 6/99) - DELETE	-----
	13-EX-18K (Rev. 9/96) - DELETE	-----
	13-EX-18L (Rev. 9/96) - DELETE	-----
	13-EX-18M (Rev. 9/96) - DELETE	-----
	13-EX-18N (Rev. 9/96) - DELETE	-----
	13-EX-19	13-EX-19 (REV 4/2009)
	13-EX-23 (Rev. 9/96)	13-EX-23 (REV 4/2009)
	13-EX-24 (REV 4/2002)	13-EX-24 (REV 4/2009)
	13-EX-25 (Rev. 9/96)	13-EX-25 (REV 4/2009)
	13-EX-26 (Rev. 3/98)	13-EX-26 (REV 4/2009)
	13-EX-27 (Rev. 9/96)	13-EX-27 (REV 4/2009)
	13-EX-28	13-EX-28 (REV 4/2009)
	13-EX-29	13-EX-29 (REV 4/2009)
	13-EX-30	13-EX-30 (REV 4/2009)

CHAPTER 13

Utility Relocations Table of Contents

EXHIBITS

<u>Exhibit No.</u>	<u>Title</u>
13-EX-1	Utilities Reference Material
13-EX-2	Right of Way Utility File Diary
13-EX-3	Hold for Future Use
13-EX-4	Hold for Future Use
13-EX-5	Hold for Future Use
13-EX-6	R/W Utility Estimate Worksheet and R/W Data Sheet Instructions
13-EX-7	Utilities on Structures Information Sheet
13-EX-8	Utilities on Structures Information Letter to Owner
13-EX-9	Relocation Claim Letter to Owner
13-EX-10	Verification Letter to Owner
13-EX-11	“No Conflicts” Letter to Owner
13-EX-12	Letter to Owner Requesting Positive Location
13-EX-13	Notice to Owner Transmittal Letter
13-EX-14	R/W Data Sheet Update Memo
13-EX-15A	Consent to Condemnation - Pacific Gas and Electric Company
13-EX-15B	Consent to Condemnation - Southern California Edison Company
13-EX-15C	Consent to Condemnation - Pacific Bell
13-EX-15D	Consent to Substitute Condemnation - Southern California Gas Company
13-EX-15E	Consent to Substitute Condemnation - General Telephone Company
13-EX-16	Hold for Future Use
13-EX-17	Liability in Dispute Utility Agreement Example
13-EX-18	Master Contracts
13-EX-19	Prescriptive Rights Claim Letter
13-EX-20	Hold for Future Use
13-EX-21	Standard Estimate/Lump-Sum Estimate Format
13-EX-22	Pacific Bell Lump-Sum/Flat-Sum Billing Rates/Forms
13-EX-23	Executed Utility Agreement Transmittal Letter
13-EX-24	Amendment to Utility Agreement Example
13-EX-25	Special Agreement Example
13-EX-26	R/W Utility Certification
13-EX-27	Typical Utility Owner Invoice Format
13-EX-28	Scope of Work (SOW)
13-EX-29	Phase 4 Construction Utility Agreement – Billing Memo to Accounting (Estimate)
13-EX-30	Cooperative Agreement Billing/Refund Memo to Accounting
13-EX-31	Memorandum for Utility Easement Billing with Right of Way Contract

UTILITIES REFERENCE MATERIAL

13-EX-1 (REV 4/2009)

(Form #)

1. AASHTO's A Guide for Accommodating Utilities within Highway Right-of-Way
 2. AASHTO's A Policy on the Accommodation of Utilities Within Freeway Right-of-Way
 3. Code of Federal Regulations (Title 23)
 4. FHWA's Program Guide: Utility Adjustments and Accommodation on Federal-Aid Highway Projects
 5. Statutes Relating to CALTRANS
 6. Right of Way Manual
 7. Encroachment Permits Manual
 8. Local Assistance Procedures Manual
 9. Project Development Procedures Manual
 10. Cooperative Agreement Manual
 11. Highway Design Manual
 12. Standard Specifications
 13. Drafting and Plans Manual
 14. Construction Manual
 15. Public Utilities Commission General Order 128, "Rules for Construction of Underground Electric Supply and Communication Systems"
 16. Public Utilities Commission General Order 95, "Rules for Overhead Electric Line Construction"
 17. MSA Code Instructions
-
-

RIGHT OF WAY UTILITY FILE DIARY

(Form #)

EXHIBIT

13-EX-2 (REV 4/2009)

Page 1 of 2

Right of Way Utility File Diary

PROJECT AND CONTACT INFORMATION					
District-County-Route-Post Mile:			EA	Ut. File No.	
Project Description:					
Utility Coordinator:			Date File Opened:		
Project Manager:			Telephone:		
Project Engineer:			Telephone:		
Utility Company:		Contact:		Telephone:	
FEDERAL E-76 AND MILESTONE DATES					
E-76 No.		Alternate Procedure Approval Date:			
13-15 Specific Authorization Date:			13-15 Approval of UA Date:		
PID Date:		PA-ED Date:		P&E Date:	
RW Cert. Date:		RTL Date:		CCA Date:	
LIABILITY INFORMATION					
Verification Sent:			Verification Received:		
Claim Letter/Conflict Map Sent:		Relocation Plans Received:		Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Approval Date:		By PE:		Liability % State/Owner ____ / ____	
ROI Liability Approved - Date:		NTO Sent:		Revised NTO:	
Utility Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No - Date:			Amended Agreement:		
Billing Received:		13-6 Submitted:		Partial OR Final	
Partial \$ _____		Partial \$ _____		Partial \$ _____	
Partial \$ _____		Partial \$ _____		Final \$ _____	
Audit Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No		Date:		Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Waived: <input type="checkbox"/> Yes <input type="checkbox"/> No					
ENCROACHMENT PERMIT AND PROPERTY RIGHTS					
NUR EP Submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No		By State via NTO: <input type="checkbox"/> Yes <input type="checkbox"/> No		By Utility Company: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Issued:		Date Sent to Owner:		Rider:	
Date Relocation Began:			Date Completed:		
Easement Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		JUA: <input type="checkbox"/> Yes <input type="checkbox"/> No		CCUA: <input type="checkbox"/> Yes <input type="checkbox"/> No	
County Recorded:		Date Recorded:		Date File Closed:	
POTHOLING					
Potholing Request/Maps Received Date:			Task Order No.		
Name of Potholing Contractor:			Telephone:		
Task Order Sent:		No. of Holes Ordered:		NTO Sent:	
Traffic Control Required: <input type="checkbox"/> Yes <input type="checkbox"/> No			Lane Closure: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Date Potholing Started:			Date Completed:		
Billing Received and Processed Date:		Amount:		Date Paid:	

Right of Way Utility File Diary

[illegible]

**R/W UTILITY ESTIMATE WORKSHEET AND
R/W DATA SHEET INSTRUCTIONS**

13-EX-6 (REV 4/2009)

(Form #)

Date _____
 Post Mile _____
 Expenditure Authorization _____

Description of Project:

Estimate for: ☐ Preliminary Route Estimate (Alternate No. _____)
☐ R/W Data Sheet (Preferred Alternate)

Evidence of Utilities:

☐ Gas ☐ Electric ☐ Telephone ☐ Cable TV ☐ Water ☐ Public Drainage/Irrigation
☐ Sewer ☐ Fiber Optics ☐ Other (Explain in "Remarks")

Anticipated Utility Relocations:

☐ Gas ☐ Electric ☐ Telephone ☐ Cable TV ☐ Water ☐ Public Drainage/Irrigation
☐ Sewer ☐ Fiber Optics ☐ Other (Explain in "Remarks")

Estimated Cost of Utility Relocations:

_____ L.F. of Gas Line	@ \$ _____/L.F.	= \$ _____
_____ L.F. of UG Electric Line	@ \$ _____/L.F.	= \$ _____
_____ L.F. of UG Telephone Line	@ \$ _____/L.F.	= \$ _____
_____ Wood Poles (Telephone)	@ \$ _____/Pole	= \$ _____
_____ Wood Poles (Electric)	@ \$ _____/Pole	= \$ _____
_____ Joint Poles	@ \$ _____/Pole	= \$ _____
_____ Steel Poles	@ \$ _____/Pole	= \$ _____
_____ Steel Towers	@ \$ _____/Tower	= \$ _____
_____ L.F. of Water Line	@ \$ _____/L.F.	= \$ _____
_____ Fire Hydrants	@ \$ _____/F.H.	= \$ _____
_____ L.F. of Sewer Line	@ \$ _____/L.F.	= \$ _____
_____ L.F. of Fiber Optics Line	@ \$ _____/L.F.	= \$ _____
_____ Other (Explain)	@ \$ _____/	= \$ _____

TOTAL ESTIMATE (State's Share) = \$ _____

Remarks:

INSTRUCTIONS FOR PREPARING THE UTILITIES PORTION OF THE RIGHT OF WAY DATA SHEET

(Fill in all blank spaces and explain where necessary.)

The Right of Way Data Sheet (R/W Data Sheet) is prepared by R/W P&M with assistance from the District Utility Coordinator. The District Utility Coordinator must provide the following information to R/W P&M:

Item 1. Right of Way Cost Estimate: (Capital)

B. Utility Relocation (State Share)

Current Value (Future Use)	Escalation Rate	Escalated Value
\$(2a.)	(2b.)%	\$(2c.)

- 2a. Enter the total estimated dollar amount which the State will need to pay the affected utility owners for relocation of their facilities. Estimates can be obtained from the owners or the Utility Coordinator's best guess. The estimate must be as accurate as possible, but should always be based on the most probable "worst case" and "highest cost" assumptions.
- 2b. Enter the escalation rate as a percentage. The escalation rate is the expected yearly average increase in utility relocation costs to the year of utility construction completion. Escalation rates can be obtained from construction and building cost indices, past trends in utility relocation projects, etc.
- 2c. Enter the total dollar amount using 2a. escalated to the year of utility construction completion by 2b., i.e.:

\$100,000.00	(Current relocation costs--2a.)
x 1.05	(Escalation rate of 5%--2b.)
\$105,000.00	(Escalated Value--2c.)

Item 3. Parcel Data: (Support)

Utilities

- U4-1 ____ = The total number of expected owner expense involvements.
- 2 ____ = The total number of expected State expense involvements; conventional highway (no access control) and no Federal aid for the project.
- 3 ____ = The total number of expected State expense involvements; freeway (access control) and no Federal aid for the project.
- 4 ____ = The total number of expected State expense involvements; conventional highway or freeway and Federal aid for the project.
- U5-7 ____ = The total number of expected utility verifications, which will not result in involvements.
- 8 ____ = The total number of expected utility verifications, anticipating 50% of the verifications will have involvements and 50% will not.
- 9 ____ = The total number of expected utility verifications, which will result in involvements.

NOTE: The sum of the U4s must equal the sum of 1/2 of the U5-8s and all of the U5-9s.

- Item 7. Are utility facilities or rights of way affected?

☐ Yes ☐ No (If "Yes," explain.)

Use this section to explain all known or possible utility conflicts, any easements that may be required for utility relocations, field meeting comments, etc. If there are no utility facilities anticipated, mention: "Utility relocations are not anticipated. However, utility verifications will be required." (Check "Yes" above in this instance.)

NOTE: The comments mentioned above must be reflected in the number of involvements in U4s and U5s in "Item 3., Parcel Data."

- Item 14. Indicate the anticipated Right of Way schedule and lead time requirements. (Discuss if the District proposes less than formula lead time and/or if significant pressures for project advancement are anticipated.)

This section is used to discuss the total amount of months you need to complete your work (lead time). A minimum of 6 months is required for all projects where verifications are needed. If relocations are involved, it is best to request at least 9 months; for tower or other complex relocations, 18 months are needed. (Utility owners can tell you long lead time materials.)

NOTE: It is always a good idea to remind the project engineer that lead time starts for relocation of utilities when they supply adequate plans for requesting relocation plans from utility owners.

- Item 15. Is it anticipated that all Right of Way work will be performed by CALTRANS staff?

☐ Yes ☐ No (If "No," discuss.)

*Evaluations prepared by:

Utilities: Name _____ Date _____

*The Utility Coordinator must sign and date the R/W Data Sheet.

NOTE: Return the R/W Data Sheet to R/W P&M via the District Utility Coordinator for input into PMCS and forwarding to the project engineer.

UTILITIES ON STRUCTURES INFORMATION SHEET

(Form #)

The "Utility Information Sheet," as shown below, is available as a Microsoft Word template. The file name is "Utilitysheet.dot" and it is located under "Preliminary Investigations (PI)" at the Division of Engineering Services Web site. The URL is: <http://www.dot.ca.gov/hq/esc/pi/>

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES, DEPARTMENT OF STRUCTURES DESIGN
UTILITY INFORMATION SHEET
(CSP REV 03/01)

UTILITY NO.
INTERSTATE NO.

DISTRICT: COUNTY: ROUTE: KPM (Kilo-postmile)
CHARGE NO.: E.W.A. NO.:

NOTE:
Added information may be placed below under additional information. Select appropriate row letter (Column (2)) and Column number for identification.
Column (18) needs to be specified.
Rows "P" to "U" (Column (1)) to be used for other utilities, for example, communication, petroleum, etc.
If Columns (9), (14), & (15) are used, indicate under additional information who will pay for the structure, i.e., % State, % Utility Company.
*Usual procedure, Columns 10, 11, and 13.

TYPE OF UTILITY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)*	(11)*	(12)	(13)*	(14)	(15)	(16)	(17)	(18)	(19)	(20)
NATURAL GAS	A						m													
	B						m													
POWER	C						m													
	D						m													
	E						m													
TELEPHONE	F						m													
	G						m													
	H						m													
SEWER	J						m													
	K						m													
	L						m													
WATER	M						m													
	N						m													
	P						m													
	R						m													
	S						m													
	T						m													
	U						m													

LETTER NO. ADDITIONAL INFORMATION

LETTER NO. ADDITIONAL DATA

UTILITY INFORMATION

BRIDGE NUMBER: R/W UTILITY ENGINEER:

BRIDGE NAME: DATE:

**UTILITIES ON STRUCTURES INFORMATION LETTER
TO OWNER**

(Form #)

EXHIBIT

13-EX-8 (REV 4/2009)

Page 1 of 2

Date	_____
Utility Number	_____
Post Mile	_____
Expenditure Authorization	_____

The State is developing plans for [constructing a] [improving the existing] [freeway] [conventional highway] on Route _____. Proposed construction will include [DESCRIBE THE PROJECT]

You have previously indicated that you propose to include some of your facilities within/on planned structures. Our Project Development staff needs information concerning your facilities and your planned relocation so it may be considered during our design and if acceptable will be included in the construction contract plans. Please fill out the attached Structure Information Sheet and delineate on the State's preliminary plan your desired location of your facilities and return to me, along with the above-mentioned information, prior to _____.

The following guidelines limit utility placement in or on structures. These guidelines apply to normal installations whereby utilities are installed in a box girder cell, suspended between girders (I- or T-girder structure types), or in the sidewalk slab.

1. The maximum allowable utility size depends on structural constraints of the structure. Any utility or its casing with a diameter exceeding 19.69 inches may not be acceptable. Utilities of this size must be analyzed by Caltrans on a case-by-case basis.
2. The maximum diameter conduit allowed in sidewalks is 3.94 inches.
3. The maximum voltage allowed in an electrical line is 69 kV.
4. The maximum operating water pressure of a 19.69-inch diameter carrier line is 690 kPa.
5. The maximum diameter volatile gas carrier line allowed is 15.75 inches.
6. Volatile fluids, gases, and high voltage lines shall not occupy the same cell or area between girders with any other utilities or with each other.

Please keep in mind that the following options are available when designing facilities for expected seismic movement through the structure:

1. Design for an expected minimum horizontal or vertical displacement of 2.4 inches on existing structures. For new structures, design the facilities for an expected movement of 23.62 inches.
2. Provide an event actuated device that will automatically shut off the utility line.
3. Provide a device that will detect a break in the utility line (and casing) and automatically shut off the utility line.
4. Locate the utility line off the structure.

**UTILITIES ON STRUCTURES INFORMATION LETTER
TO OWNER (Cont.)**

(Form #)

EXHIBIT

13-EX-8 (REV 4/2009)

Page 2 of 2

This project is currently scheduled for construction about _____. If you have any questions, please call me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

[Attachment]

RELOCATION CLAIM LETTER TO OWNER

(Form #)

EXHIBIT

13-EX-9 (REV 4/2009)

Page 1 of 2

County Route _____

Utility Number _____

Post Mile _____

Expenditure Authorization _____

Date _____

Address _____

Dear _____:

Enclosed are two sets of the State's preliminary plans covering the proposed [freeway] [conventional highway] construction project on Route _____. Proposed construction will include [DESCRIBE THE PROJECT]

_____.

Your [Company's] [City's] [County's] [District's] [Authority's] _____ facilities are within the project and may be affected by planned construction. These plans are for your use in (1) verifying your existing facilities as shown on the plans, (2) completing your relocation plans, (3) identifying related easement requirements, (4) developing your claim of liability, and (5) preparing your estimate of cost for the project.

[This is a freeway and all rights of access will be restricted. If the State is liable for any portion of your relocation costs, and if any of your plans will be prepared by a consulting engineer, a copy of the proposed agreement with your consultant must be forwarded to this office as soon as possible. Employment of a consultant for a fee based on a percentage of the relocation cost is not acceptable. If desired, an example of a typical consultant agreement, along with the Certification of Consultant, will be furnished upon your request.]

If easements are required to relocate your facilities, please delineate your needs on the plans. This information is needed as soon as possible so your replacement easements can be acquired by the State along with other lands required for this project. You may submit your easement requirements ahead of your overall relocation plans.

Please submit the following information for review prior to _____ so a Notice to Owner, Encroachment Permit, and if necessary, a Utility Agreement can be prepared:

1. Six sets of your relocation plans with related easement requirements, and any changes to the existing facilities as shown on the State's preliminary plans.
2. The approximate number of working days you need to complete your relocation work per your plans, including any construction windows you may need.
3. The date your existing facilities were installed.
4. Your occupancy rights for installation:

A. Fee-owned land	F. Franchise
B. Easement (recorded)	G. State Permit
C. Easement (unrecorded)	H. County Permit
D. Prescriptive right	I. City Permit
E. JUA or CCUA	J. Other (Explain)

Please provide a copy of your documentation to support your occupancy rights claim for A, B, C, D, or E above.

RELOCATION CLAIM LETTER TO OWNER (Cont.)

(Form #)

EXHIBIT

13-EX-9 (REV 4/2009)

Page 2 of 2

5. An itemized estimate of cost which includes a breakout for labor, material, transportation, equipment, and administrative overhead. If you will be requesting a lump-sum Utility Agreement, provide an itemized estimate which includes a detailed breakdown of the above-mentioned items.

6. Your work will be performed by:

- A. Own forces
- B. Continuing contractor
- C. Competitive bid contract

7. Your liability claim:

State _____% Owner _____%

This project is currently scheduled for construction _____. Based on the same schedule, the Notice to Owner to relocate your facilities will be issued on or before _____.

If technical design information is needed, you may call our Project Engineer, _____, telephone () _____. Should you have any other questions, please call me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

Enclosures

VERIFICATION LETTER TO OWNER

(Form #)

EXHIBIT

13-EX-10 (REV 4/2009)

Page 1 of 2

Date	_____
Utility Number	_____
Post Mile	_____
Expenditure Authorization	_____

The State is developing plans for [constructing a] [improving the existing] [freeway] [conventional highway] on Route _____. Proposed construction will include [DESCRIBE THE PROJECT]

Our Project Development staff needs information regarding your existing utility facilities. The facilities will be considered in design and will be brought to the attention of our contractor through inclusion in the construction contract plans.

[Attached] [Enclosed] are two sets of the State's geometric base maps (base maps) showing the limits of the project. Please verify your existing facilities, deleting any that have been removed or abandoned and delineating any not shown. Please list what is carried by the facility (gas, electricity, water, etc.) and give ties, depth of cover, size, [voltage] [pressure], and any other information that might affect the design of the [freeway] [conventional highway]. Return a set of base maps to me prior to _____. A print of your construction plans, if available for the area, will be satisfactory in lieu of plotting facilities on our base maps. If necessary, at a later date plans will be sent to you for preparing your relocation plans.

[This is a freeway and rights of ingress and egress will be restricted. If any of your plans will be prepared by a consulting engineer, a copy of the proposed Agreement with the consultant must be forwarded to this office as soon as possible for transmittal to the Federal Highway Administration (FHWA) for approval. Employment of a consultant for a fee based on a percentage of the relocation cost will not be approved by the FHWA. If desired, an example of a typical Agreement, along with the Certification of Consultant, can be furnished upon request.]

If easements are required to relocate your facilities, please delineate on your base maps. This information is needed as soon as possible so your easements can be acquired by the State along with other lands required for this project. If possible, provide us with your easement requirements prior to submitting your plans to us.

[Since there is a bridge structure involved, we need to know if you plan to go through the structure. If you do, please fill out the attached Structure Information Sheet and delineate on the State's preliminary plan your desired location of your facilities and return to me, along with the above-mentioned information, prior to _____.]

The following guidelines limit utility placement in or on our bridges. These guidelines apply to normal installations whereby utilities are installed in a box girder cell, suspended between girders (I- or T-girder structure types), or in the sidewalk slab.

1. The maximum allowable utility size depends on structural constraints of the bridge. Any utility or its casing with a diameter exceeding 19.69 inches may not be acceptable. Utilities of this size must be analyzed by Structures on a case-by-case basis.
2. The maximum diameter conduit allowed in sidewalks is 3.94 inches.
3. The maximum voltage allowed in an electrical line is 69 kV.
4. The maximum operating water pressure of a 19.69-inch diameter carrier line is 690 kPa.

VERIFICATION LETTER TO OWNER (Cont.)

(Form #)

EXHIBIT

13-EX-10 (REV 4/2009)

Page 2 of 2

5. The maximum volatile gas carrier line allowed is 15.75 inches.
6. Volatile fluids, gases, and high voltage lines shall not occupy the same cell or area between girders with any other utilities or with each other.

Please keep in mind that the following options are available when designing your facilities for expected seismic movement through the structure:

1. For existing structures, design for an expected minimum horizontal or vertical displacement of 2.4 inches. For new structures, design the facilities for an expected movement of 23.62 inches.
2. Provide an event-actuated device that will automatically shut off the utility line.
3. Provide a device that will detect a break in the utility line (and casing) and automatically shut off the utility line.
4. Locate the utility line off the bridge.

This project is currently scheduled for construction about _____. If you have any questions, please call me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

[Attachments] [Enclosures]

“NO CONFLICTS” LETTER TO OWNER

13-EX-11 (REV 4/2009)

(Form #)

Date	_____
Utility Number	_____
Post Mile	_____
Expenditure Authorization	_____

The State has completed the development of plans for [constructing a] [improving the existing] [freeway] [conventional highway] on State Route _____. The State's planned construction will include [DESCRIBE THE PROJECT]

_____.

Our Project Development staff has determined there are no identified conflicts at this time between your facilities and the State's proposed construction project. Unless this changes, you will not be contacted again regarding this project. The project is currently scheduled for construction about _____.

If you would like to go over our plans or discuss the project with our Project Engineer, please contact me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

LETTER TO OWNER REQUESTING POSITIVE LOCATION

(Form #)

EXHIBIT

13-EX-12 (REV 4/2009)

Page 1 of 2

Date _____

Utility Number _____

Post Mile _____

Expenditure Authorization _____

Enclosed are two sets of the State's preliminary plans covering the proposed [freeway] [conventional highway] construction project on State Route _____. The State's planned construction will include [DESCRIBE THE PROJECT]

_____.

Your [Company's] [City's] [County's] [District's] [Authority's] _____ facilities are within the project's area and may be affected by planned construction. These plans are for your use in determining your claim of liability and estimate of cost for positive location of your facilities, at the location(s) shown highlighted on the plans.

Please submit the following information to me prior to _____ so a Notice to Owner, Encroachment Permit, and if necessary, a Utility Agreement can be prepared:

1. The date your existing facilities were installed.
2. Your occupancy rights for installation:

A. Fee-owned land	F. Franchise
B. Easement (recorded)	G. State Permit
C. Easement (unrecorded)	H. County Permit
D. Prescriptive right	I. City Permit
E. JUA or CUA	J. Other (Explain)

Provide a copy of your documentation to support your occupancy rights claim for A., B., C., D., or E. above.

3. Your itemized estimate of cost which should include a breakout for labor, material, transportation, equipment, and administrative overhead. If you will be requesting a lump-sum Utility Agreement, provide an itemized estimate which includes a detailed breakdown of the above-mentioned items.
4. Your work will be performed by:

A. Own forces	B. Continuing contractor
C. Competitive bid contract	
5. Your liability claim:

State ____% Owner ____%

LETTER TO OWNER REQUESTING POSITIVE LOCATION (Cont.)

(Form #)

EXHIBIT

13-EX-12 (REV 4/2009)

Page 2 of 2

This project is currently scheduled for construction _____. If you have any questions, please call me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

Enclosures

NOTICE TO OWNER TRANSMITTAL LETTER

13-EX-13 (REV 4/2009)

(Form #)

Date _____
Utility Number _____
Post Mile _____
Expenditure Authorization _____

The enclosed Notice to Owner No. _____ dated _____ covers the [positive location] [relocation] [removal] [abandonment] of your facilities in order to accommodate the State's [freeway] [conventional highway] construction project on State Route _____. The State's proposed construction will include [DESCRIBE THE PROJECT]

_____.

The requirements of this Notice to Owner are based on [State's] [your] Plan No. _____ dated _____ (attached as revised in red by this office), which have been previously discussed with you. (Also enclosed are three originals of a Utility Agreement covering the work to be done at State's expense. If the Agreement is satisfactory, please date and have the originals signed by the proper officials and return two to this office for execution. Keep the third copy for your file. A jointly executed Agreement will be returned to you.)

The State's Encroachment Permit is also attached, allowing your [Company] [County] [City] [District] [Authority] to work within the State's project limits.

This project is currently scheduled for construction _____. Please schedule your work to have it completed as specified in the Notice to Owner. Please advise _____, telephone () _____, two days in advance of your commencement of work within the State Highway rights of way.

If you have any questions, please call me at () _____. Your cooperation is appreciated.

Sincerely,

District Utility Coordinator
Right of Way Utilities

Enclosures

c: _____, Project Development
_____, Construction

R/W DATA SHEET UPDATE MEMO

13-EX-14 (REV 4/2009)

(Form #)

To: 1. R/W Planning and Management**Date:** _____

2. R/W Utilities

_____-_____-_____ PM ____ / ____

EA: _____

From: (NAME) _____

District Utility Coordinator

Right of Way Utilities

Subject: R/W Utilities Budget Update

Please update Utilities budget information for the above-mentioned project as follows:

1. Workloads:

U4: 1 _____ U5: 7 _____

2 _____ 8 _____

3 _____ 9 _____

4 _____

2. R/W Utility Capital Funding (total amount):

FY _____ \$ _____

FY _____ \$ _____

FY _____ \$ _____

3. Schedules:

Early Design before PA&ED _____

Utility Maps to Right of Way ____ / ____ / ____

Recommended R/W Utility Lead Time: _____ months

4. Remarks:

12-ORA-5 PM 31.4/32.7
Expenditure Authorization: 246811
Federal Aid No.: IR-005-2(723)
Owner's File No.: 5678

UTILITY AGREEMENT NO. 12173

WHEREAS, the State of California, acting by and through the Department of Transportation, hereinafter called State, has issued Notice to Owner No. 7777 dated April 4, 1999, attached hereto, to Acme Utility Company, hereinafter called Owner, which Notice to Owner sets forth the terms and conditions pursuant to which Owner has been ordered to relocate certain Owner's facilities to clear the State's proposed freeway project on Route 5 in Santa Ana from 0.2 mile south of Fourth Street to Seventeenth Street, and;

WHEREAS, the reconstruction of the State's freeway project necessitates the relocation of Owner's utility facilities, and;

WHEREAS, State, in order to clear the right of way for the freeway construction, has ordered Owner to relocate the portions of its facilities within said Notice to Owner, hereafter called Owner's facilities, and;

WHEREAS, Owner claims it has rights that are prior and superior to those of State and refuses to relocate Owner's facilities as ordered and claims that State must pay the relocation costs for those facilities covered by the prior right hereafter "prior right" facilities, said right described in attached Notice to Owner, and;

WHEREAS, in accordance with Section 706 of the Streets and Highways Code, State may, without prejudice to its rights, or that of Owner, advance the costs of removal or relocation, and upon advancement by State of said costs, Owner shall remove or relocate Owner's facilities as stated in the attached Notice to Owner so as not to delay the freeway construction, and;

WHEREAS, State and Owner disagree on the issue of which is liable for the portion of the required relocation work known as the prior right facilities, State and Owner agree that, in order to expedite the freeway project, State shall deposit with Owner, in accordance with Section 706 of the Streets and Highways Code, 100% of the estimated relocation cost of \$200,000.00, and Owner agrees to do the relocation work as set forth in Notice to Owner No. 7777, dated April 4, 1999.

Utility Agreement No. 7777

NOW THEREFORE, it is agreed between State and Owner as follows:

1. Within 30 days of State's execution of this Agreement, State shall advance Owner 100% of the estimated cost of relocation, which advance shall be \$200,000.00.
 2. Owner shall relocate Owner's facilities in accordance with Notice to Owner No. 7777, dated April 4, 1999.
 3. Owner shall place the advance in a separate interest-bearing account pending final resolution of liability, and shall pay State all accrued interest, if Owner is ultimately found liable for relocation costs.
 4. In signing this Agreement, neither State nor Owner diminishes its position, waives any of its rights or accepts liability.
 5. State and Owner reserve the right to have such liability resolved by future negotiations or by an action in a court of competent jurisdiction pursuant to the provisions of Section 706 of the Streets and Highways Code.
 6. Owner agrees to perform the herein-described work with its own forces or by the Owner's contractor and to provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion.
 7. It is understood and agreed that the State will not pay for any betterment or increase in capacity of Owner's facilities in the new location and that Owner shall give credit to the State for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by Owner.
 8. Owner shall submit a Notice of Completion to the State within 30 days of the completion of the work described herein.
 9. It is understood that said highway is a Federal Aid Highway and, accordingly, 23 CFR 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the State and Owner pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.
-

Utility Agreement No. 7777

THE ESTIMATED COST FOR THE ABOVE DESCRIBED WORK IS \$200,000.00.

R/W Funds EA	<u>246819</u>	\$ <u>200,000.00</u>
Construction Funds EA	<u> </u>	\$ <u> </u>

IN WITNESS WHEREOF, the parties hereto have executed this Utilities Agreement this _____ day of _____, 20____.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

OWNER

By _____
District Division Chief, Right of Way Date

By _____
Name/Title Date

APPROVAL RECOMMENDED:

By _____
District Office Chief, Right of Way Date

By _____
Utility Coordinator Date

MASTER CONTRACTS

(Form #)

All Freeway Master Contracts are online at: www.dot.ca.gov

or Onramp for Caltrans Intranet.

PRESCRIPTIVE RIGHTS CLAIM LETTER

13-EX-19 (REV 4/2009)

(Form #)

To: Utility Coordinator

The _____ (Utility Owner's Name) _____ claims a prescriptive right for its existing
_____, located at
_____.
(Describe the Existing Facility)
(Describe the Location)

Said facility(ies) [was] [were] originally installed as an adverse use on private property with knowledge of the owner of the property and without a right of way, permit, lease, or license and [has] [have] been continuously maintained in the same location for _____ years since the original installation. This being in excess of the statutory requirement of five years, and as the facility(ies) [does] [do] not now occupy private property pursuant to any right of way, permit, lease, license or other permission, the _____ (Utility Owner's Name) _____ claims the right to continue maintenance of the facility involved under a prescriptive right which has been established.

(Signed by the Utility Owner's Official)

EXECUTED UTILITY AGREEMENT TRANSMITTAL LETTER

13-EX-23 (REV 4/2009)

(Form #)

Date: _____
_____-_____-_____ PM ____ / ____
EA: _____
Federal Aid No.: _____

Attached is your copy of the jointly executed (Amended) Utility Agreement No. _____ dated _____, which provides that your [Company] [City] [County] [District] will be reimbursed for (a portion of) the cost incurred for the [positive location] [relocation] [removal] [abandonment] of your facilities to accommodate the State's [freeway] [conventional highway] construction project on Route _____.

[Within 180 days of the completion of your work, please submit six copies of your detailed and itemized bill on your letterhead, being sure to include the following:

1. Starting and completion dates of your work.
2. Credits for salvage, betterment, and depreciation.
3. Credits for any progress payments already made.]

This Agreement was transmitted to this office with your letter dated _____, your File No. _____.

Your construction work within the limits of the State's project should be completed by _____. If you have any questions, call me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator

Attachment

AMENDMENT TO UTILITY AGREEMENT EXAMPLE

(Form #)

EXHIBIT

13-EX-24 (REV 4/2009)

Page 1 of 2

<u>District</u>	<u>County</u>	<u>Route</u>	<u>Post Mile</u>	<u>EA</u>
Federal Aid No.: _____				
Owner's File: _____				
FEDERAL PARTICIPATION:		On the Project	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		On the Utilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FIRST (SECOND, ETC.) AMENDMENT TO UTILITY AGREEMENT NO. _____

WHEREAS, the State of California, acting by and through its Department of Transportation, hereinafter called STATE, and _____, hereinafter called OWNER, have entered into that certain Utility Agreement No. _____, dated _____, which Agreement sets forth the terms and conditions pursuant to which OWNER has _____ (describe what the Owner has done to the type of facility affected) _____ to accommodate STATE's construction on Route _____, Project No. _____; and,

WHEREAS, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred due to the fact that _____ (describe why costs were more than originally estimated) _____; and,

WHEREAS, it has been determined that, since final costs have overrun the amount shown in said Agreement by _____%, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the STATE; and,

WHEREAS, the estimated cost to the STATE of the work to be performed under said Agreement was \$_____, and by reason of the increased costs referred to above, the amended estimated cost to the STATE is \$_____.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The estimated cost to the STATE of \$_____ as set forth in said Agreement is hereby amended to read \$_____.
2. All other terms and conditions of said Agreement remain unchanged.

AMENDMENT TO UTILITY AGREEMENT EXAMPLE (Cont.)

(Form #)

EXHIBIT

13-EX-24 (REV 4/2009)

Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have executed this _____ (First, Second, etc.) Amendment to Utility Agreement No. _____ this _____ day of _____, _____.

STATE

OWNER

By _____
Senior Right of Way Agent Date

By _____
Name/Title Date

APPROVAL RECOMMENDED:

By _____
Utility Coordinator Date

By _____
Utility Coordinator Date

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:										UTILITY COMPLETES:		
T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
	UA											
	UA											

EA FUNDING VERIFIED:

Sign> _____
Print> _____
R/W Planning and Management Date

REVIEW/REQUEST FUNDING:

Sign> _____
Print> _____
Utility Coordinator Date

Distribution: 2 originals to R/W Accounting
1 original to Utility Owner
1 original to File

SPECIAL AGREEMENT EXAMPLE

(Form #)

Date: _____
_____-_____-_____ PM ____ / ____
EA: _____
Federal Aid No.: _____

SPECIAL AGREEMENT NO. _____

WHEREAS, the State of California, acting by and through its Department of Transportation, hereinafter called STATE, requested _____, hereinafter called OWNER, to prepare plans for the relocation of _____ (describe facility) _____ to accommodate the proposed construction project of _____ (describe the project) _____; and,

WHEREAS, the cost of relocating said facilities was to be _____ (describe what the liability was) _____; and,

WHEREAS, the STATE's proposed construction project has been indefinitely deferred and OWNER was requested to cease work on the relocation plans; and,

WHEREAS, the OWNER has incurred engineering costs in the estimated amount of \$_____ and the STATE wishes to reimburse the OWNER for said costs.

NOW, THEREFORE, it is agreed as follows:

1. The STATE will reimburse the OWNER for the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization, compiled on the basis of the actual cost and expense _____ (finish the paragraph with the appropriate clause as follows) _____ [incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission or Federal Communications Commission, whichever is applicable]. [The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.]
 2. Detailed records from which the billing is compiled shall be retained by the OWNER for a period of four years from the date of the final bill and will be available for verification by STATE and Federal auditors.
-

SPECIAL AGREEMENT EXAMPLE (Cont.)

(Form #)

EXHIBIT

13-EX-25 (REV 4/2009)

Page 2 of 2

3. [In the event the Owner would have had any liability, use the following clause.] In the event the proposed construction project is reactivated, the OWNER shall credit the STATE its (pro rata) share, as determined in accordance with _____ (describe the liability) _____, of the cost of that portion of the preliminary engineering work that can be utilized for the proposed construction project.

4. The estimated cost to the STATE is \$_____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, _____.

STATE

OWNER

By _____
Senior Right of Way Agent Date

By _____
Name/Title Date

APPROVAL RECOMMENDED:

By _____
Utility Coordinator Date

By _____
Utility Coordinator Date

R/W UTILITY CERTIFICATION

(Form #)

EXHIBIT

13-EX-26 (REV 4/2009)

Page 1 of 2

Date	_____
County	_____
Route	_____
Post Mile	_____
Expenditure Authorization	_____
Federal Aid No.	_____

Subject: R/W Utilities Certification

Project Description:

SECTION I - STATUS OF REQUIRED UTILITY RELOCATION(S):

A. None Required

(or)

B. All utility work has been completed. Arrangements have been made with the owners of facilities listed in Section II (on next page) that will remain within the right of way of the project, so that adequate control of the right of way will be achieved.

(or)

C. All utility work will be completed by a stated date prior to award of the contract. Arrangements have been made with the owners of facilities as listed in Section II (on next page) that remain within the right of way of the project, so that adequate control of the right of way will be achieved.

(or)

D. All necessary arrangements have been made for the completion of remaining utility work required to be coordinated with project construction as listed in Section II (on next page). Arrangements have also been made with the owners of facilities shown in Section II (on next page), which are not impacted by the project and which will remain within the right of way of the project, so that adequate control of the right of way will be achieved. Our contract special provisions provide for their coordination.

(or)

E. Utility facilities which are not in physical conflict with the proposed project construction, but have been determined to be a fixed object in conflict with CURE requirements, are identified by an asterisk in "CURE Conflict" column in Section II (on next page). (See Section 13.08.03.02.)

District Utility Coordinator
Right of Way Utilities

TYPICAL UTILITY OWNER INVOICE FORMAT

13-EX-27 (REV 4/2009)

(Form #)

(A typical bill)

BILLING COMPANY NAME

Address

To: State of California
 Department of Transportation
 District _____

Invoice No. _____
 Invoice Date _____
 Contact _____
 Telephone _____

Under UTILITY AGREEMENT No. _____, the following are the construction costs to remove and relocate utilities at _____.

Work Order No. _____
 Date Work Began _____
 Date Work Completed _____

Itemized Statement of Costs

Cost Description	Quantity	Unit	Amount	Total
Materials:				
Poles				
Cables				
Etc.				
Miscellaneous materials costs				
Supply expense				
Total: Materials Cost				
Labor:				
Straight time				
Overtime				
Payroll tax				
Total: Labor Cost				
Other Costs:				
Vehicle expense				
Equipment rental				
Employee expense				
Miscellaneous expense				
Total: Other Costs				
Other Direct Costs:				
Joint Pole Costs				
Contract Work				
Total: Other Direct Costs				
Subtotal: All Direct Costs				
Indirect Overhead				
Credits:				
Salvage value				
Allowance for depreciation				
Joint pole				
Betterments				
Less: Total Credits				-
Total Costs				
STATE SHARE (%)				

* Note: The cost descriptions are not limited to those shown and will vary according to actual work performed.

SCOPE OF WORK (SOW)

(Form #)

UTILITY RELOCATION

SCOPE OF WORK (SOW)

1. WORK TO BE DONE

Within the Scope of Work (SOW) discussed herein, the Consultant is considered the party performing or causing the work to be done, the Contract Administrator is the local public agency (LPA) initiating the project, and the Contract Overviewer is the State of California, Department of Transportation (CALTRANS).

The Consultant shall be responsible for coordinating work for the identification, protection, adjustment, relocation or removal of utility facilities to clear construction projects, including both physical conflicts and policy violations in accordance with State and Federal laws and regulations as well as CALTRANS policies, procedures, standards, and practices.

Guidelines and direction for accomplishing this work can be found in the CALTRANS Right of Way Manual.

The Consultant shall act as a liaison between the LPA and the utility owners in all contract matters. The Consultant will work directly with and be responsible to the LPA in following this SOW.

CALTRANS will offer assistance and direction to the LPA and/or Consultant and provide oversight of the project to ensure that State and Federal laws and regulations as well as CALTRANS policies, procedures, standards, and practices are followed.

Utility relocation work will generally fall within the following eight phases:

- A. Planning Phase.
 - B. Design Phase.
 - C. Liability Determination Phase.
 - D. Certification Phase.
 - E. Construction Phase.
 - F. Payment Phase.
 - G. Property Rights Conveyances.
 - H. File Closure.
-

SCOPE OF WORK (SOW) (Cont.)

(Form #)

EXHIBIT

13-EX-28 (REV 4/2009)

Page 2 of 6

2. CONSULTANT DUTIES

Written agreements between CALTRANS and the LPA define the roles and responsibilities of CALTRANS and the LPA. The purpose of the forthcoming duty descriptions is to provide a guideline for work to be performed by each party of the agreement. Terms of the agreement may alter work to be performed, therefore all agreements must be reviewed and compared to this SOW, and the SOW changes where appropriate.

The Consultant shall maintain files for all projects. Files shall contain all information discovered and documents prepared during all phases of work. Files shall be available for the LPA's and CALTRANS' review upon reasonable notice.

Following is a general discussion of typical duties the Consultant shall perform during the eight phases of work.

A. Planning Phase:

1) Route Estimating:

During the environmental document process, requests for utility relocation estimates on transportation routes may be needed. The Consultant shall perform the following duties:

- a) Field review each route.
- b) Identify each type of utility facility and prepare a relocation cost estimate for each utility.
- c) Prepare a total relocation cost estimate for each route.
- d) Identify utility owner long lead time materials for each route.
- e) Consult with the requesting party for possible modification of the route(s) when appropriate.
- f) Transmit the above information to the requesting party and to CALTRANS.

2) Draft Project Report Review:

When the Draft Project Report is prepared by the project engineer, the Consultant shall review all aspects of the project prior to approval of the report. If discrepancies are found in the report that were not evident at the time of the route estimate(s), the Consultant shall thoroughly explain the discrepancies and prepare a new revised estimate as outlined in A.1) above.

B. Design Phase:

Upon approval of the Project Report, the Consultant shall perform the following duties:

- 1) Verify existing utility facilities in order to identify utility/project conflicts so they may be cleared for project construction and to meet requirements of Government Code Section 4215.
 - a) Send preliminary design plans to utility owners who have existing facilities within the project limits for identification and verification of their facilities.
 - b) When received, transmit the utility owner's verifications to the project engineer for inclusion in the contract plans.
-

- c) Identify “policy” conflicts and high and low risk facilities in accordance with the Manual on High and Low Risk Underground Facilities within Highway Rights of Way (High and Low Risk Manual).
 - d) After the project engineer has determined that any utility owner’s facilities are not in conflict with the proposed construction project, notify the owner of such.
- 2) Pothole existing facilities, when needed, for identification and determination as to “physical” and “policy” conflicts affecting the proposed construction project in accordance with the High and Low Risk Manual.
- a) Send utility occupation plans to affected utility owners showing pothole locations, requesting their claim of liability and estimate of cost for pothole work.
 - b) Upon receipt of the owner’s claim and estimate, prepare the “Liability Package,” which consists of a Report of Investigation, Notice to Owner, Utility Agreement (if needed) and a Notice to Owner Transmittal Letter. Submit the “Liability Package” to CALTRANS for review and processing.
 - c) Upon approval of the “Liability Package,” and CALTRANS has sent the Notice to Owner, the Consultant shall:
 - (1) Follow up to ensure potholing is done in accordance with the Notice to Owner.
 - (2) Arrange for facilities to be potholed to be surveyed by a licensed surveyor in accordance with the High and Low Risk Manual.
 - (3) Transmit survey information to the project engineer for review of “physical” conflicts and inclusion in the contract plans.
 - (4) Identify “policy” conflicts.
 - d) If it has been determined there are no conflicts with the proposed construction project, notify the utility owner of such.
 - e) Arrange a meeting, if required, between all affected utility owners that require relocation of their facilities and the project engineer to discuss needed relocations.
 - f) If Federal aid is involved for utility relocation work, prepare and process the FHWA Approval to Proceed (E-76) and transmit to the LPA for processing.
- C. Liability Determination Phase:
- After relocation of utility facilities has been determined, the Consultant shall request relocation plans from the affected owners.
- 1) Send sufficient preliminary construction plans (conflict plans) to affected owners, requesting their relocation plans, claim of liability and estimate of cost.
-

SCOPE OF WORK (SOW) (Cont.)

(Form #)

EXHIBIT

13-EX-28 (REV 4/2009)

Page 4 of 6

- 2) Upon receipt of the owner's plans, claim and estimate, send the plans to the project engineer for review and approval and inclusion in the contract plans. Review the plans, claim and estimate in accordance with CALTRANS standards, practices, procedures, and policies.
 - a) Review utility conflicts with the LPA to determine if project plans can be modified to eliminate or minimize utility relocation. Consideration shall be given to impacts on the utility as well as the highway.
 - b) Check each utility owner's relocation plan against others to be sure relocations will not conflict with one another.
 - c) Provide utility owners with all design revisions and finalized design plans.
- 3) Prepare high and low risk policy exceptions in accordance with the High and Low Risk Manual as well as encroachment exceptions in accordance with the CALTRANS Encroachment Policy and the procedure for getting exceptions approved, when needed.
- 4) Coordinate with Structures via the project engineer for accommodation of utilities in structures, when appropriate.
- 5) When the utility owner uses a design consultant, obtain the consultant agreement and review in accordance with CALTRANS requirements for consultant agreements. After review, send to CALTRANS for further review and approval.
- 6) Upon approval from the project engineer of the relocation plans:
 - a) Coordinate with the LPA and the project engineer for any utility owner easement requirements.
 - b) Once needed easements, if any, have been acquired, prepare the "Liability Package" and submit to CALTRANS for review and processing.
- 7) Coordinate with the project engineer for any needed "Special Provisions" required for utility owner coordinated work.

D. Certification Phase:

Upon liability approval, the Consultant shall:

- 1) Follow up to ensure relocation work is performed in accordance with the Notice to Owner.
 - 2) Coordinate with Construction for inspection of utility owner's work in accordance with the Construction Manual.
 - 3) Prepare a Right of Way Utilities Certification after all requirements of the Right of Way Certification for utility requirements have been met and send to the LPA and CALTRANS for review and approval.
 - 4) Review the Construction Contract PS&E for any required "Special Provisions" needed for utility relocation work.
-

SCOPE OF WORK (SOW) (Cont.)

(Form #)

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E. Construction Phase:

After all Notice to Owners have been sent, the Consultant shall ensure that the Construction Utility Inspector is aware that any "discovered" or "wasted" work is handled in a timely manner, and that liability determination for this work is only determined by CALTRANS. The Consultant shall process this work as discussed in the Liability Determination Phase above.

F. Payment Phase:

It is essential to the efficient operation of the transportation program that funds encumbered under Utility Agreements be paid as soon as possible. Accordingly, within a reasonable time after completion of the utility owner's work for which reimbursement is due and a bill has not been received, the Consultant shall make a written request to the owner to submit their final bill. When the bill is received, the Consultant shall:

- 1) Check the bill for consistency with the Utility Agreement, the construction plans, and the owner's relocation plans and estimate of cost.
- 2) If the bill is acceptable, process the bill for payment to CALTRANS. If the bill is not acceptable, advise CALTRANS of such prior to resolving with the owner.

G. Property Rights Conveyances:

The Consultant shall prepare and process all required Joint Use Agreements, Consent to Common Use Agreements, and Director's Easement Deeds through CALTRANS.

H. File Closure:

- 1) The LPA or Consultant, at the completion of the construction project, or sooner if required by CALTRANS, shall transfer all project and utility files to CALTRANS. Information in the files shall include, but not be limited to the following:
 - a) A Utility Diary.
 - b) All correspondence and documents between the LPA, utility owners, design/project engineers, Consultants, CALTRANS, etc.
 - c) All project design plans, utility owner plans (including "As Builts"), and survey data.
- 2) All files shall be in a neat and orderly condition before transference to and acceptance by CALTRANS.

3. MATERIALS AND INFORMATION TO BE PROVIDED BY THE LPA TO THE CONSULTANT

- A. Project Report.
 - B. Preliminary and final design plans and changes as they occur.
 - C. Project scheduling.
 - D. Various required forms - Notice to Owner, Utility Agreement, Report of Investigation, Joint Use Agreement, Consent to Common Use Agreement, Director's Easement Deeds, and other forms as required.
-

SCOPE OF WORK (SOW) (Cont.)

(Form #)

EXHIBIT

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4. MATERIALS AND INFORMATION TO BE PROVIDED BY THE CONSULTANT TO THE LPA

- A. Utility owner preliminary relocation plans.
- B. Survey data required for potholing.
- C. High and low risk utility facility determinations.
- D. Project files for all material and information accumulated during the contract.

5. APPLICABLE REGULATIONS AND GUIDELINES

Guidelines and procedures for utility relocation work are discussed, in general, under Section 2, CONSULTANT DUTIES, of this SOW. The Consultant shall follow all applicable State and Federal laws, regulations, guidelines, policies, procedures, standards and practices, including, but not limited to the following:

- A. CALTRANS Right of Way Manual.
- B. CALTRANS Manual on High and Low Risk Underground Facilities within Highway Rights of Way.
- C. CALTRANS Manual of Policy, Procedures, Rules and Regulations For Use In Issuing Encroachment Permits On State Highways.
- D. CALTRANS Construction Manual, Chapter II, Contract Administration, Section 2-80 - Utilities.
- E. AASHTO's A Guide for Accommodating Utilities within Highway Right-of-Way.
- F. AASHTO's A Policy on the Accommodation of Utilities Within Freeway Right-of-Way.
- G. 23 Code of Federal Regulations, Chapter 1, Part 645 (23 CFR 645).
- H. California Law.
- I. Freeway Master Contracts.

6. MONITORING, REVIEW AND APPROVAL PROCEDURES

The LPA and/or CALTRANS shall have the right during any phase of the Consultant's work, or as requested by the Consultant, to monitor and review the progress and/or processes of the Consultant.

The Consultant shall provide a monthly status of utility relocation progress to the LPA.

All information, files, plans, estimates, and documents produced by the Consultant shall be subject to the acceptance and approval of the LPA and/or CALTRANS.

Ownership of drawings, tracings and master copies of documents, survey notes, and studies shall remain the property of the LPA and shall be submitted to CALTRANS after completion of the construction project.

**PHASE 4 CONSTRUCTION UTILITY AGREEMENT -
BILLING MEMO TO ACCOUNTING (ESTIMATE)**

13-EX-29 (REV 4/2009)

(Form #)

To: ACCOUNTS RECEIVABLE, MS 33
1820 Alhambra Boulevard
Sacramento, CA 95816

Date: _____
_____-_____-____ PM ____ / ____
EA: _____
Federal Aid No.: _____

From: (NAME) _____
Utility Coordinator
Right of Way Utilities

Subject: (Progress) (Final) Billing Pursuant to Utility Agreement No. _____

Pursuant to the above-mentioned Utility Agreement, the agency is obligated to pay for their share of utility relocation costs. Please bill them for an advance deposit to cover their estimated utility cost of \$_____.

Please send a copy of the bill for our file and advise us the date when the bill was paid.

COOPERATIVE AGREEMENT BILLING/REFUND

13-EX-30 (REV 4/2009)

MEMO TO ACCOUNTING(Form #)

To:**Date:** _____

_____-_____-____ PM ____ / ____

EA: _____

Federal Aid No.: _____

From: (NAME) _____Utility Coordinator
Right of Way Utilities**Subject:** Final (Billing) (Refund) Pursuant to Cooperative Agreement No. _____

Pursuant to the above-mentioned Cooperative Agreement, the (local agency) (is) (are) obligated to pay for their share of utility relocation costs. (Please bill them for the final cost of \$_____) (Please refund them \$_____) based on the following:

<u>UT No.</u>	<u>Utility Owner</u>	<u>Amount Previously Received</u>	<u>Amount Due</u>
		\$	\$

Total Amount Due (State) (Local Agency): \$_____

(Please send a copy of the bill for our file and advise us the date when the bill was paid.) (Please advise us when the refund was made.)
